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#### Contract Database Metadata Elements

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Union: **Johnson City Professional Fire Fighters, International Association of Fire Fighters, N.Y.S. Professional Fire Fighters Association (IAFF), AFL-CIO, Broome/Tioga Federation of Labor**

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# COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Village of Johnson City, N.Y.

&

Johnson City Professional  
Fire Fighters  
Local 921

Affiliated With:

International Association of Fire Fighters  
N.Y.S. Professional Fire Fighters Association  
Broome / Tioga Federation of Labor

6/1/07

Expires: May 31, 2011

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## **COLLECTIVE BARGAINING AGREEMENT**

This agreement, made this 23<sup>rd</sup> day of July, 2007 by and between The Village of Johnson City, Broome County, New York, (hereinafter referred to as the Village), and Local 921, Johnson City Firefighters Association, AFLCIO, Johnson City, Broome County, New York (hereinafter referred to as the Association).

**Witnesseth:**

### **Article I: Association Recognition and Check off**

- A. The Village recognizes the Association as the sole and exclusive representative for all Fire Department personnel (hereinafter referred to as Members).
- B. The Village shall deduct from the wages of the Members and remit within ten (10) days to the Association regular membership dues for those Members who sign authorizations permitting such payroll deductions. The Village shall also deduct from the wages of all Members covered by this agreement, who are not Members of the employee organization, an amount equivalent to the dues levied by the Association, and said amount shall be transferred to the Association within ten (10) days. The Association will establish and maintain a procedure providing for the refund to any Employee demanding the return of any part of an agency shop fee deduction which represents the Employee's pro rata share of the expenditures by the Organization in aid of activities or causes of political or ideological nature only incidentally related terms and conditions of employment. The Association and all bargaining unit members waive any claims against the Village for deductions which in good faith are made or not honored as the case may be. All disputed amounts shall be escrowed by the Village and all disputes under this section shall be resolved in accordance with Article XV. The only liability to the Village under this section is to restore monies improperly collected, or to pay dues properly owing.
- C. The Association affirms that it will not assert the right to strike against the Village, to assist or participate in any strike, or to impose an obligation upon its members to conduct, assist or participate in such a strike.

## **ARTICLE II: SALARY**

A: Effective as of June 1, 2006 base salaries of Members of the Fire Department shall be in accordance with the salary schedule set forth below:

1. Assistant Chief	\$71,522.22
2. Fire Marshal	\$71,522.22
3. Captain	\$56,459.99
4. Master Mechanic	\$56,459.99
5. Lieutenant	\$53,618.82
6. Code Inspector	\$52,499.24
7. Firefighter 1st Grade ( after two (2) years)	\$49,175.75

8. The Chief of Fire shall have the authority, within his sole discretion, to assign a Firefighter First grade to assist the fire department's Master Mechanic. In the event that such an assignment is made by the Chief, the firefighter so assigned shall annually be granted sixty (60) hours of "Chiefs time" to be used during the fiscal year in which it is granted in recognition of his/her duties. Chief's time available only if appointed for a full year. If less, entitlement prorated. Total available time in any one year period shall be sixty (60) hours regardless of number of firefighters appointed.
  9. Firefighters appointed after the signing of this agreement will receive a starting salary to be set by the Village. At the end of one (1) year of employment, said Firefighter will be paid at a pay level amounting to the starting salary plus one half the difference between the starting salary and the salary received by Firefighters serving more than two (2) years at that time.
- B. For the contract year 2007 - 2008 two thousand dollars (\$2,000) will be added to the base pay. Then a five percent (5%) pay increase.  
For the contract year 2008 - 2009 one thousand dollars (\$1,000) will be added to the base pay. Then a five percent (5%) pay increase.  
For the contract year 2009 - 2010 one thousand dollars (\$1,000) will be added to the base pay. Then a five percent (5%) pay increase.  
For the contract year 2010 – 2011 a three percent (3%) pay increase.
- C. Captains will receive a leveling raise of five hundred dollars (\$500) added to the base pay for each year of the contract.

### **Article III: Overtime**

All Members of the Department who are summoned on duty by the Chief of Fire or his designee at a time when he/she is not scheduled to work, shall receive either Time and One – Half rate for time actually worked, or a minimum of Two (2) Hours Pay at the Time and One - Half Rate, which ever is greater; provided however, the guaranteed minimum of two (2) hours pay shall not apply in situations of continuation of a member's shift. In such situations, over time shall only be paid for time actually worked by the member.

### **Article IV: Retirement**

- A. All Members of the Department covered by this agreement will continue to be covered by the Retirement Plan presently in effect and funded by the Village, subject to the provisions of the New York Retirement and Social Security Law, Sections 384 - D and 375 - I (that being the optional 20 - year Retirement Plan and Improve Career Plan), as adopted by the Village, including and assumption by the Village of all cost occasioned by a Members election to be covered by such retirement provisions, so there is no cost to any Member covered by this agreement.
- B. 384 – E Special 20 year plan with additional 1/60ths, shall be provided effective June 1, 1991.
- C. Each member of the Department covered by this agreement shall have the right to make an election in accordance with the terms of the Retirement and Social Security Law of the State of New York to participate in the Retirement Plan set forth without impediment or discrimination.
- D. All members, regardless of date of hire, will receive the additional benefits provided by Section 41(j) of The New York State Retirement and Social Security Law, insofar as such provisions are applicable and to the extent allowed by such law as follows:
  - In addition to any other service credit to which he/she is entitled a accumulated unused sick leave which he/she has at the time of retirement for service, but such credit shall not:
    - (A.) Exceed One Hundred Sixty - Five (165) Days
    - (B.) Be considered in meeting any service or age requirements prescribed in the Retirement and Social Security Law.
    - (C.) Be considered in computing final average salary.

## **Article V: Guaranteed Ordinary Death Benefits**

- A. For those members who joined the New York State Retirement System prior to July 1, 1973, the Village agrees to provide death benefits as enumerated in Section 360 (b) of the Retirement and Social Security Law of The State of New York.
- B. For those members who joined the New York State Retirement System after July 1, 1973, the Village agrees to provide death benefits as are enumerated in Section 448 (b) of the Retirement and Social Security Law of The State of New York.

## **Article VI: Holidays**

- A. Members shall receive Thirteen (13) Holidays listed below, and in addition, all other Holidays designated or observed as such by the Village:
  - 1. January 1
  - 2. Martin Luther King
  - 3. February 12
  - 4. Third Monday in February (Washington's Birthday)
  - 5. Easter Sunday
  - 6. Last Monday in May (Memorial Day)
  - 7. July 4
  - 8. First Monday in September (Labor Day)
  - 9. Columbus Day
  - 10. First Tuesday after first Monday in November ( Election Day)
  - 11. November 11 (Veterans Day)
  - 12. Fourth Thursday in November (Thanksgiving Day)
  - 13. December 25 (Christmas Day)
- B. An accurate record of all Holiday time shall be kept by the Village.
- C. While recognizing Section 63 of The Public Officers Law, all Veterans who are eligible to receive compensation for Memorial Day, May 30, or Veterans Day, November 11, are compensated on the same basis as for any other Holiday only.

- D. All members of the Fire Department shall receive Fifty-Six (56) hours pay, whether the Holiday is worked or not and Forty- Eight (48) hours additional time in lieu of the above designated Holidays after the first full year of employment. Said Holiday Pay shall be paid in the second pay period of November. Notwithstanding the foregoing, the Assistant Chief and Fire Marshall need not submit a leave slip when on call for one of the holidays enumerated in Subsection A of this Article.
- E. All members of the Fire Department who come on the payroll after January 1, of the current contract year after assignment to a group and who have not served a full year of employment, will receive compensatory time off for Holidays falling in their period of employment whether the holiday is worked or not.
- F. If a member is on vacation and a Holiday falls in the vacation period, he/she will receive an extra shift off in the future.

## **Article VII: Sick Time**

### **Section 1: Computation and Use**

- A. Members shall accumulate One (1) sick day per month of full time employment. Such leave shall be accumulated up to Three Hundred (300) days, sick leave shall be earned from the first day of regular employment.
- B. Any member covered by this agreement who incurs any non-service connected sickness or disability which renders such member unable to perform his/her duties, shall receive sick leave pay until the number of sick leave days accumulated has been exhausted.
- C. Any member, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to this contract, including the computation of sick leave.
- D. A member absent in excess of Three (3) days for reasons of illness, may be required to produce a Doctor's certificate stating the illness incurred, and that the employee is able to return to work.



- E. All accumulated sick leave days presently credited to an employee shall remain on the books and such employee shall be given full credit for it, and no employee shall lose any sick leave days presently accumulated because of the change in the provisions of the collective bargaining agreement brought by this amendment, or its implementation.
- F. Sick leave shall be deducted at the rate of Two (2) Days for a regular shift.

**Section 2: Payment of unused Sick Days upon Retirement or in the Event of Death of a Member**

- A. The Village agrees to buy back any unused sick leave time, at a rate of One (1) Day for One (1) Day, up to One Hundred and Fifty (150) Days, at the time of retirement.
- B. A deceased members surviving spouse, or the executor, or the administrator of his/her estate shall receive payment for the members unused sick time at the rate as set forth in Section 2, Subtitle (a).
- C. Both parties acknowledge that notice of exercise of Section 2 is paramount to the Village budget process, therefore, it is mutually agreed that any such notice under this section whenever received shall be effective on the Fifteenth (15th) day of March, next succeeding said notice. Payment shall be made promptly upon retirement or the next succeeding June 15th after the Fifteenth (15th) of March, whichever is later.

**Article VIII: Vacation**

- A. Vacation shall consist of Two (2) weeks after One (1) Year of service; Three (3) weeks after Five (5) years of service; Four (4) weeks after Ten (10) years of service; Five (5) weeks after Fifteen (15) years of service.
- B. Commencing June 1, 2006 and annually thereafter, for purposes of computing vacation, one (1) week of vacation shall be equal to two (2) twenty-four (24) hour shifts for a total of forty-eight (48) hours
- C. The Village agrees to buy back up to eighty (80) hours of accrued vacation time from any member who elects not to take such vacation time, and to have the Village pay him for such time, and such payment will be made during either the first pay period in June or the last pay period of May of that vacation year.

D. Each member shall have the right to select their vacation on a day by day basis with permission of the Group Officer. If a member chooses to pick his/her vacation on a day - by - day basis the following will apply:

1. Member cannot begin to choose until all members have completed picking their full week choices.
2. Member may only pick one (1) shift at a time.
3. Member may pick two (2) shifts in a row if they fall consecutively.

E. Vacation shall be used during the fiscal year in which it is earned and shall not accumulate from year to year.

### **Article IX: Out - of – Title**

When a firefighter is assigned, by a senior officer in charge of a shift on duty to work out-of-title, at a higher rank than his/her regular rank, he/she shall be compensated for working in that position on a per diem basis which shall reflect the difference between the regular salary and the salary of a Lieutenant and the difference between a Lieutenant and Captain, which he/she would have received if promoted to that higher rank. This assignment, by competent authority shall be made in writing and an accurate record of any such time shall be kept by the Village.

### **Article X: Longevity**

A. All members of the Fire Department shall receive longevity pay based upon the following schedule:

After 5 Year .....	\$250.00
After 10 years .....	An additional \$350.00
After 15 years.....	An additional \$400.00
After 20 years.....	An additional \$250.00

Payment shall be made on the anniversary date of employment in the Fire Department. Total longevity shall not exceed \$1,250.00.

## **Article XI: Uniform Allowance**

- A. Each member shall receive a uniform allowance of \$900.00. Each new member of the Fire Department shall receive a uniform allowance at time of employment. Each member will be paid, in a separate check, the amount of the uniform allowance during the first pay period of July in each year. Each member shall have the responsibility to purchase and maintain his/her uniform. In the event a member is hired after April 1st of the current contract year he/she shall receive a clothing allowance of \$625.00.  
In year two of the contract the clothing allowance shall be increased to \$925.00.  
In year three of the contract the clothing allowance shall be increased to \$950.00.  
In year four of the contract the clothing allowance shall be increased to \$975.00
- B. Uniforms in the Fire Department shall be standard. All future uniform changes as required by the Chief of Fire will be the responsibility of the Village.
- C. All members of the Fire Department will receive on their date of hire the following:
- 1 Uniform Hat
  - 1 All Season Coat
  - 1 Name Plate
  - 1 Badge
  - 1 Hat Badge
  - Arm Patches for all shirts and jackets

The Village will be responsible for the replacement of equipment itemized in Subsection "C" above unless lost, stolen or damaged other than in the line of duty. Items of equipment lost, stolen or damaged in the line of duty shall be brought to the attention of the officer- in-charge. The Village will not be responsible for replacing these items unless the officer-in-charge has been notified within twenty-four hours after the unit member starts his next scheduled shift.

## **Article XII: Health Insurance**

- A. The Village agrees to contribute One Hundred Percent (100%) of the employee cost of Blue Cross- Blue Shield Select Blue Health Insurance Option II (Major Medical), and a five/ten dollar (\$5/\$10) co-pay prescription plan for all members and their dependents covered by this agreement. The cost of coverage of the Family Plan shall be paid by the employer. As of June 1, 2008 all members will pay ten percent (10%) of the health insurance premium.

All members hired on or after June 1, 2008 will pay twelve and one half percent (12.5%) of the health insurance premium.

- B. If an employee is eligible to be covered under another health insurance program and he or she elects not to be insured by the Village, the employee shall be paid One Hundred and Sixty Dollars (\$160.00) monthly. Proof of such alternate health insurance will be required in order to be eligible to receive this payment in order to make certain that the employees and their families may receive adequate health care.

In the event that such member ceases to be eligible for continued coverage under his or her alternative health insurance, or the member requests to re-join the plan provided by this contract, the monthly payment shall cease. However, the Village shall pay such an employee an amount not to exceed the then current bi-weekly cost of the plan provided by this contract directly to the employee for the purpose of continuing said member's alternative health insurance contract under a conversion contract until said employee re-joins the Village plan provided under this contract.

- C. Effective May 1, 1994, upon thirty (30) days written notice to the Union, the parties agree that the employer may present an alternative health plan, providing equivalent or better coverage than the current plan, or, any cost savings measures which do not directly affect benefit levels to the Union for consideration and negotiation. It is expressly agreed and understood that no changes can be implemented without the express consent and approval of each party.

- D. All present retirees of the Fire Department and all members who retire in the future shall continue-to receive Blue Cross, Blue Shield and Major Medical Insurance coverage for themselves and their dependents (or comparable coverage as may then be in effect). In addition, the surviving spouse, and said spouses' dependent children under the age of 21, or a member who dies while in the employment of the Village shall be entitled to the Health Insurance Benefits provided retirees, until-such time as surviving spouse dies or remarries, and in the case of dependent children, said dependent children attain the age of 21 years the cost of such insurance shall be paid for entirely by the Village. Effective June 1, 2008 all future retirees will pay 7.5% of the health insurance premium. This payment will be capped at one thousand dollars (\$1000.00) per year.

The provisions of this section have previously been adopted by the Village Board duly constituted, at a regular meeting and incorporated in a resolution of the body duly adopted and filed in accordance with-applicable statutes.

- E. The Village will provide to each member of the Fire Department Dental Insurance, including basic, supplemental basic, periodontal and orthodontic options. Said Dental Insurance shall be on an optional basis to members and the cost for either individual or family coverage (chosen by member) shall be shared on a Fifty-fifty (50/50) basis. Said Dental Insurance shall be upgraded to Option 1 from Option 2 of Blue Shield, Blue Cross coverage.

**Article XIII: Release for Association Business and use of Village Bulletin Boards**

- A. It is agreed that the Association may use station bulletin boards for the purpose of posting Association notices to Association members provided that such notices shall be clearly identified as Association notices.
- B. The Village will give release time with pay to Officers and Delegates designated by the Association for Association business, but this time shall be limited to a maximum of two members at anyone time, and a maximum of Five (5) days. The Village will be notified at least five (5) days prior to such release time request.
- C. The Village will give release time with pay, not to exceed three (3) representatives at any one time, to those members designated by the Association to participate as a Negotiating Committee and/or Fire labor Management Committee to attend negotiating meetings between the Village and the Association or to plan for such meetings.

**Article XIV: Personal, Death and Family Leave**

- A. Death and Family Sick Leave:
  - 1. The Village shall continue to grant leave to employees on account of death or sickness in the immediate family of members. Such leave shall consist of four (4) calendar days off without loss of pay because of death in the immediate family. In the case of sickness in the immediate family, a maximum of four (4) hours shall be granted to the employee. The immediate family shall be defines as: Spouse, Son, Daughter, Mother, Father, Sister, Brother, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandparents, and Grandchildren. This time shall not be deducted from sick time.

B. Personal Leave:

1. Personal Leave with pay for not more than Four (4) shifts shall be available for personal business, at such times as are convenient to, and approved in advance by the Department Head. When such leave day(s) is (or are) granted, It (or they) shall not be rescinded, and said leave to be granted so long as there would be no more than Two (2) people on vacation and/or personal leave on any one shift.
2. Members hired during the contract year shall have their personal leave days prorated proportionate to the time remaining in the contract year from date of hire to the end of the contract year at the rate of 1/3 shift per month.

**Article XV: Contract Administration**

- A. In the event of a dispute between the parties to this agreement involving the interpretation or application of any provisions of this agreement, either party shall have the right to resolve the dispute in the following manner:
1. The dispute shall be presented within Ten (10) calendars days of the occurrence and discussed by the Public Safety Committee of the Board of Trustees and Representatives of the Association. If these discussions fail to produce a satisfactory agreement within five (5) calendar days, a written record of the dispute shall be made by each party to this agreement. Such written records shall be forwarded within five (5) calendar days to the Public Safety Committee and/or the Village Board and the President of the Association.
  2. The Mayor or his/her Representatives shall discuss the dispute with the Representatives of the Association within seven (7) calendar days of the receipt of the written record.
  3. If the dispute is not settled within five (5) calendar days, either party may take the dispute to arbitration upon the service of written notice to the other party of intention to do so, which said notice shall be served within ten (10) calendar days; otherwise the right of arbitration of such dispute shall be deemed waived.

4. Each party agrees to have any dispute arbitrated by the Public Employment Relations Board (PERB). In addition, both parties agree to follow PERB's rules of procedure for dispute resolution, with the exception to Article XV, A6 of this contract.
5. Nothing contained herein shall be deemed to alter in any way the grievance procedure adopted by the Village pursuant to the provisions of the General Municipal Law and regard to grievances of individual members.
6. In the event of arbitration or litigation of any contract disputes, the losing party may be responsible for the entire expense of arbitration or litigation, including reasonable Attorney's fees.

#### **Article XVI: Fire Bureau Regulations**

- A. All rules and regulations of the Department not covered by this contract shall be covered in general or special orders and by the published Johnson City Fire Department Rule Book. A new and revised rule book shall be published at least once every five (5) years. The Association shall be consulted in any revision of the rule book.
- B. All general and special orders shall be in writing signed by duly authorized Officers of the Fire Department, except in cases of emergency.
- C. All Administrative verbal orders shall be followed by a written order within seventy-two (72) hours to remain effective, with properly authorized signatures, and shall be placed on station bulletin boards for a period of not less than thirty (30) days.

#### **Article XVII: Working Rules**

- A. Nothing herein shall be deemed to prohibit the adoption of rules by the Department for the operation of the Department, providing such rules do not conflict with any of the provisions of this agreement, or any ordinances or other provisions of the laws of the Village of Johnson City.
- B. Any reprimand shall be conducted privately in a manner that will not embarrass the Firefighter before other firefighters or the public.

- C. It is agreed that no more than Two (2) members shall be allowed off at any given time for the purpose of members being granted vacation or personal time. This two member limit, however, shall not include members who are out on disability, suspensions, attending programs at area schools, attending military reserve duties, attending Union matters, extended illness, or any other unscheduled absence.

#### **Article XVIII: Hours of Duty**

- A. The hours of duty for the department will be scheduled where a total of four (4) groups will work the following tours of duty during an eight (8) day cycle: twenty-four (24) hours on duty; twenty-four (24) hours off duty; twenty-four (24) hours on duty; five (5) days of rest. In addition to their scheduled salaries as set forth in Article II, members shall be paid an additional two (2) hours pay each week, computed at their regular hourly rate of pay.
- B. The work year will consist of a maximum of 2080 hours per year, and any more hours to be the responsibility of the Village.

#### **Article XIX: Education Benefits**

- A. The Village will pay for the cost for tuition and books for all Members of the Department who take subjects in a Fire Science Curriculum, subject to evidence by the individual member that he/she satisfactorily completed the subject. Additionally, the Village will pay costs for tuition and books for all Members of the Department who take subjects, which are approved by the Village, subject to evidence by the individual member that he/she has satisfactorily completed the subject. This benefit will have a \$1500.00 cap per semester.
- B. The Village will pay any Member one hundred twenty-five dollars (\$125.00), as additional salary per year, who has attained a one (1) year credit in Fire Science.
- C. The Village will pay any member an additional salary per year, who has completed any degree program, in accordance with the following schedule:
- |                        |          |
|------------------------|----------|
| Two Year Degree.....   | \$300.00 |
| Four Year Degree.....  | \$400.00 |
| Masters and above..... | \$500.00 |



- D. The Village will pay tuition for Members attending BOCES Courses, such as electrical, plumbing and carpentry. Such courses will have to be approved by the Chief of Fire before payment will be made.
- E. Members shall be granted leave with pay for required and/or approved schools, educational conferences, seminars, or other functions of a similar nature. Time spent by a Member under this provision shall be considered for all purposes time spent on the job.

#### **Article XX: Contract Death Benefits**

- A. Unused earned compensatory time, overtime and vacation pay shall be paid to a deceased Member's surviving spouse, or the executor or administrator of said deceased Member's estate, within thirty (30) days of the termination of employment because of death. Any time earned and unused in lieu of legal holidays, up to a maximum of ten (10) days will be paid as an additional benefit. A Holiday will be deemed earned, if it occurs prior to the Member's death.
- B. Additionally a bonus of one (1) day's pay for each one (1) day's accumulated sick time will be paid to a deceased Member's surviving spouse, or the executor, or the administrator of his/her estate, to a maximum of one-hundred fifty (150) days as set forth in Article VII.

#### **Article XXI: Term of Contract**

- A. This contract shall expire May 31, 2011. Negotiations for the purpose of entering into a new contract shall conform to the provisions of Article XIV of the Civil Service Law.

#### **Article XXII: Fire Labor - Management Committee**

- A. Fire Labor - Management Committee shall be established for the purpose of discussing, at mutually agreeable times, matters of mutual concern, but not to include amendments of this agreement. This Committee shall be limited to three (3) labor and three (3) Management members and shall meet not less than once every two (2) months at the call of the Public Safety Committee and/or the Village Board, or the President of the Association, except by mutual waiver in writing. Any expenses pursuant to said meeting shall be equally born by the parties to this agreement.

### **Article XXIII: Violation of Law**

This Agreement and all provisions herein are subject to all applicable laws. In the event any provision of this Agreement is held to violate such law, said provision shall not bind either of the parties and, at either party's request, the parties shall meet and negotiate a replacement provision. Said provision shall be in accordance with the Taylor Law. In the absence of such a request for negotiation or after such request and pending a replacement provision, the remainder of this agreement shall not be affected by the invalid provision, and the agreement, without the invalid or illegal provisions, shall continue in full force and effect.

### **Article XXIV: Optional Incentive Wage Plan**

- A. Participation in the following program is optional to each Member of the Fire Department.
- B. The Village agrees to give a Physical Fitness Test in accordance with Schedule "A", annexed hereto on or before the first week in September of each year. An initial test will be offered for each individual rank of member of the Department. Members failing or not participating in the initial test will have the opportunity to take up to two additional tests within thirty (30) to ninety (90) days. The two additional tests can be scheduled and given for the entire Department. Dates and time limitations may be altered by mutual consent of the Department and the Village.
- C. If a Member of the Department desires to take such test, he/she will receive a physical examination at the Village's expense prior to the testing, pursuant to a contract between the Village of Johnson City and United Health Services. Each exam shall include the following:

#### **Physical Examination:**

Color and Vision Test

Testing of Vital Signs, Temperature, Pulse and Respiration Blood Pressure Test

Height and Weight

Base Line Hearing Test (Audiometric)

Examination of, Head, Eyes, Nose, Throat, Pulmonary and Cardiac Systems, Abdomen, Genitalia, Rectum and Extremities.

Diagnostic Testing:

SMA 12 (Sequential Multi Analysis)

CBC (Complete Blood Count)

Routine Urinalysis

Cholesterol Test

Pulmonary Function Test

E.K.G. for men over 40 and women over 45 years of age

D. Each Member of the Department shall receive \$300.00 each year he/she passes the physical fitness test outlined in schedule "A". Payment shall be made in the second pay period of November of each year.

E. At each-members option, the following, swimming or bicycling equivalent endurance test will be available:

Bicycle Equivalent Test:

Firefighters 20 to 29 Years of Age	6 miles in 28 minutes
Firefighters 30 to 39 Years of Age	6 miles in 30 minutes
Firefighters 40 to 50 Years of Age	6 miles in 32 minutes
Firefighters over 50 Years of Age	6 miles in 34 minutes

Swimming Equivalent Test:

Firefighters 20 to 29 Years of Age	440 yards in 10 minutes
Firefighters 30 to 39 Years of Age	440 yards in 12 minutes
Firefighters 40 to 50 Years of Age	440 yards in 14 minutes
Firefighters over 50 Years of Age	440 yards in 16 minutes

F. Medical examinations and Physical Testing may be scheduled during off - duty hours, provided that the Village makes a good faith effort to schedule them during working hours.

**Article XXV: Amendments to the Agreement**

A. No amendment or alteration of this agreement shall be binding, unless it is in writing and is signed by the Village and by a duly authorized representative of the Association.

### **Article XXVI: Jurisdiction**

- A. This contract shall cover all Uniformed, paid Members of the Fire Department of the Village of Johnson City, including all Officers, Men and Women carried upon the payroll of the Fire Department, except the Chief of Fire.

### **Article XXVII: Legislative Action**

It is agreed by and between the parties that any provision of the Agreement requiring Legislative action to permit the implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate Legislative body has given approval.

### **Article XXVIII: No Lay - Off Clause**

- A. The Village shall not lay-off any member of the bargaining unit during the term of this contract.
- B. The Village shall not be required to "back fill" hire additional members to meet staffing level of expired agreement.

### **Article XXIX: Personal Effects**

- A. Should the personal effects or clothing of a Member be destroyed or damaged in the line of duty the Village shall authorize payment of the fair market value of replacement of the destroyed or damaged article( s) at the next regularly scheduled Board meeting subsequent to the incident at which the destruction or damage took place.
- B. A written report shall be submitted to the Chief of Fire within Forty-eight (48) hours of when the loss occurred.
- C. If a question arises as to the validity of a claim, a panel comprised of the Village's Public Safety Committee and the Executive Board of Local 921 will meet and make a decision as to the validity of the claim. All decisions of this panel will be final and binding.

### **Article XXX: Extra Time Off**

- A. In the event that other employees are granted Holidays not presently recognized by the Village, all members shall be given an extra day off on a one for one basis at the discretion of the Chief of Fire, in addition to the thirteen (13) Holidays presently recognized by the Village listed in Article VI, Section A.
- B. It will be permissible for one member to cover a shift or partial shift assignment for another, subject to the approval of the Chief of Fire or his designee. Appropriate record entries will be made so as to document such change or changes, the time owed, to whom the time is owed.

### **Article XXXI: Prolonged Illness**

In the event a firefighter is absent from work due to a prolonged illness and has exhausted his/her leave credits, his/her fellow firefighters may donate earned leave time to the affected firefighter. Said days shall be taken from the earned leave time from the donating firefighter( s), up to the maximum often (10) days per person per year.

### **Article XXXII: Turn Out Gear**

All members of the Fire Department will receive on their date of hire the following New OSHA approved Equipment:

- 1 Turn Out Coat
- 1 Pair of Bunker Pants
- 1 Pair Bunker Boots
- 1 Helmet
- 1 Pair Day Boots (3/4 length)
- 1 Pair Gloves
- 1 Protective Hood
- 1 Face Piece

The Village shall be responsible for the maintenance and replacement of all above mentioned equipment, unless loss, theft or damage occurs other than in the line of duty. If in the future, the Village wants to upgrade the above mentioned equipment with equipment that is equal or better than current equipment the Village may do so without consulting the Union.

**Article XXXIII: Reopener for Article IV**

The village and members agree to reopen Article IV (retirement) for negotiations regarding Tier II equalization at any time during the term of the contract.

**Article XXXIV: Retroactivity**

The Parties agree that the provisions of this agreement will be retroactive to June 1, 2006 if the contract is not executed prior to that date by the duly authorized representatives of the Village and the Association.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized Representatives.

Dated: 5/22/ 2008

The Village of Johnson City

By: Harry G. Lewis

Harry G. Lewis  
Mayor  
Village of Johnson City

Dated: 5/22 2008

Local 921 Johnson City Fire Fighters  
Association, AFL-CIO, I.A.F.F.  
Affiliated with NYSPFFA

By: Martin P. Meaney

Martin P. Meaney  
President Local 921 I.A.F.F.